

**PART 5352--SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

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**5317.9105 Contract Clauses**

Insert the clause at 5352.217-9000 in all long lead contracts initiated with advance procurement funds.

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**5352.217-9000 Long Lead Limitation of Government Liability.**

As Prescribed in 5317.9105, fill in the blanks and insert the following clause in solicitations and contracts:

**Long Lead Limitation of Government Liability (April 1993)**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated (i.e. costs already incurred and those associated with termination) is \_\_\_\_\_ dollars.
- (c) The Contractor shall notify the Contracting Officer in writing whenever there is reason to believe that, within the next sixty days, the costs expected to be incurred under this contract, when added to all costs previously incurred, will exceed 75 percent of the total amount allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the specified Schedule period limited by the not-to-exceed contract value.
- (d) Sixty days before the end of the specified Schedule period, the Contractor shall give notice to the Contracting Officer of the estimated amount of additional funds required to continue long lead contract performance, when the funds will be needed, and any agreed to extension period specified in the Schedule.

(End of Clause)

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**SUBPART 5352.2--TEXTS OF PROVISIONS AND CLAUSES****5352.204-9000 Notification of Government Security Activity.**

As prescribed in 5304.491, insert the following clause in solicitations and contracts:

**NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (SEP 85)**

Thirty days before the date Contractor operations will begin on base, the Contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to--

(a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(b) The contract number and military contracting command;

(c) The highest classification category of defense information to which Contractor employees will have access;

(d) The Air Force installations in the U.S. (in overseas areas identify only the APO number(s)) where the contract work will be performed;

(e) The date Contractor operations will begin on base in the U.S. or in the overseas area;

(f) The estimated completion date of operations on base in the U.S. or in the overseas area; and

(g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoD 5220.22-M, Industrial Security Manual, paragraph 37d.

(End of Clause)

**5352.204-9001 Visitor Group Security Agreements.**

As prescribed in 5304.491, insert the following clause in solicitations and contracts:

**VISITOR GROUP SECURITY AGREEMENTS (JAN 90)**

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that its' security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed--

(a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, paragraph 5ag, classified mail services, security badges, visitor control and investigating security incidents; and

(b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

**5352.210-9000 Elimination of use of Class I Ozone Depleting Substances.**

As prescribed in 5310.9006, use the following clause in Section H of solicitations/contracts:

**ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) IN AIR FORCE PROCUREMENTS (OCT 94)**

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and

(2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS;

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(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301 and 2402

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503.

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance	Application/Use	Quantity (lbs)
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(List each Class I ODS, its applications or use and the approved quantities. If "None," so state)

(e) To assist the Air Force in implementing this policy, the offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.

(End of clause)

#### 5352.223-9000 Safety and Accident Prevention.

As prescribed in 5323.9002, insert the following clause in solicitations and contracts:

##### SAFETY AND ACCIDENT PREVENTION (MAY 95)

(a) In performing work under this contract on a Government installation, the Contractor shall--

(1) Conform to the specific safety requirements established by this contract;

(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

#### 5352.225-9000 Evidence of Shipment on Foreign Military Sales (FMS) Contracts.

As prescribed at 5325.7390, insert the following clause:

##### EVIDENCE OF SHIPMENT ON FOREIGN MILITARY SALES (FMS) CONTRACTS (JAN 90)

The Contractor shall provide to the paying office evidence of shipment that will consist of both a DD Form 250, Material Inspection and Receiving Report, and the carrier's receipt (e.g. the Commercial Bill of Lading, the Government Bill of Lading, the United States Postal Parcel Service receipt, the United Parcel Service pick-up record, or other carrier pick-up document). The Contractor need not submit a DD Form 250, if one is not otherwise required under the contract.

(End of clause)

#### 5352.235-9000 Scientific/Technical Information (STINFO).

As prescribed in 5335.010-90 insert the following clause in solicitations and contracts:

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SCIENTIFIC/TECHNICAL INFORMATION  
(STINFO) (JAN 92)

If not already registered, the Contractor shall register for Defense Technical Information Center (DTIC) service by contacting the following:

Defense Technical Information Center  
ATTN: Registration Section (DTIC-BCS) BLDG. 5  
Cameron Station, Alexandria, Virginia 22304-6145  
(703) 274-6871

To avoid duplication of effort and conserve scientific and technical resources, the Contractor shall search existing sources in DTIC to determine the current state-of-the-art concepts, studies, etc.

(End of Clause)

**5352.237-9000 Control and Release of Inspectors General Reports.**

As prescribed in 5337.110, insert the following clause in solicitations and contracts:

CONTROL AND RELEASE OF INSPECTORS  
GENERAL REPORTS (JAN 1990)

The Contractor shall not release any part of an Air Force or Major Air Force Command Inspector General report without the Contracting Officer's written permission. The Contractor shall promptly forward any Freedom of Information Act (FOIA) request related to an Air Force Inspector General report to the Contracting Officer for a release determination.

(End of clause)

**5352.251-9000 Use of Government Supply Source for Acquisition of JAN Class S Parts**

In accordance with 5351.107-90, insert the following clause in Section I of solicitations and contracts.

USE OF GOVERNMENT SUPPLY SOURCE FOR  
ACQUISITION OF JAN CLASS S PARTS (FIXED  
PRICE) (JAN 94) (DEVIATION)

(a) Definition. "JAN Class S parts" as used in this clause are space-quality military standard electronic parts as described in MIL-S-19500 for semiconductors, MIL-M-38510 for microcircuits, and associated specifications for passive electronic parts.

(b) The contractor is authorized and encouraged to

acquire JAN Class S parts in FSC 5961 and 5962 as defined on the enclosed list\* from the Defense Electronics Supply Center (DESC) using Military Standard Requisitioning and Issue Procedures (MILSTRIP). If the parts are not available from DESC to meet contractual time requirements or if the contractor intends to acquire the parts from sources other than DESC, the Contractor shall advise the Parts Control Board of the alternate source.

\*JAN Class S NSN List. This list will change from time to time. For most recent version, contact SMC/SDFP, 160 Skynet Street, Suite 2315, Los Angeles AFB CA 90245-4863, telephone 310-363-2490.

(c) To use MILSTRIP, the contractor shall obtain a letter of authorization from the acquisition activity which includes the list of parts (including national stock numbers and order quantities) authorized to be ordered through MILSTRIP.

(d) JAN Class S parts obtained from DESC under this clause shall be considered Contractor Furnished Material (CFM), since the items are acquired directly by the contractor. The contractor shall retain responsibility for assuring timely delivery of parts to support this contract.

(e) DESC shall be responsible for reimbursing or replacing any defective part from the operating-stock, provided the defect was not caused by the contractor. Defective DESC parts shall be reported to DESC/QAR, Dayton, OH 45444-5000, telephone 513-296-5146.

(f) The contractor shall be responsible for rework, repair, retest, and schedule impacts of defective assemblies or systems caused by parts failures, including those caused by JAN Class S parts acquired from DESC, in the same manner as if the defective material has been acquired from sources other than DESC. The Government's liability for parts failure shall not exceed the cost of the JAN Class S part and this limitation of liability shall apply in lieu of any other liability provision of this contract.

(g) The contractor shall follow AFM 67-1, Volume 1, MILSTRIP Requisitioning Procedures, as specified by the acquisition activity.

(h) The contractor agrees to include a clause substantially the same as this clause, including this paragraph (h), in every subcontract or purchase order issued in performance of this contract, unless it is known that the item purchased does not contain any electronic parts identified in paragraph (b) above.

(i) The contractor shall pay bills from DESC promptly

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upon receipt of billings.

(j) The contractor agrees that JAN Class S parts acquired under this clause shall only be used in the performance of this Government contract.

(End of clause)